



STATE OF MARYLAND
DHMH

Maryland Department of Health and Mental Hygiene

201 W. Preston Street • Baltimore, Maryland 21201

Martin O'Malley, Governor – Anthony G. Brown, Lt. Governor – Joshua M. Sharfstein, M.D., Secretary

REQUEST FOR PROPOSALS

Recovery Housing Association – Alcohol and Drug Abuse Administration (ADAA)

DHMH/OPASS 13-10913 REVISED

eMM# - MDM0031009274

Addendum #3

Issued: July 12, 2013

All persons who are known by the Issuing Office to have received the above-referenced RFP are hereby advised of the following revisions:

Effective May 13, 2013 Maryland law requires that “All contracts containing MBE participation goals shall contain a liquidated damages provision that applies if the contractor fails to comply in good faith with the provisions of State MBE laws or the pertinent terms of the procurement contract.” Code of Maryland Regulations (COMAR 21.11.03 (E).

Revision to Attachment A – Contract, Clause #38 – Liquidated Damages:

Clause #38 – Liquidated Damages shall now read:

38. Liquidated Damages

- 38.1** This contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the contractor does not make good faith efforts comply with the requirements of the Minority Business Enterprise (MBE) Program and pertinent MBE contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the

State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

- 38.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): **\$35** per day until the monthly report is submitted as required.
- 38.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4): **\$85** per MBE subcontractor.
- 38.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- 38.1.4 Failure to meet the contractor's total MBE participation goal and sub goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- 38.1.5 Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: **\$100** per day until the undisputed amount due to the MBE subcontractor is paid.
- 38.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the contract and to exercise any and all other rights or remedies which may be available under the contract or which otherwise may be available at law or in equity.

Revision to Proposal Due Date:

The Proposal Due Date shall now be – **Wednesday, July 17, 2013**. All other delivery requirements (time/location) remain unchanged.

All other terms and conditions remain unchanged.

This Addendum is issued under the authority of State Procurement Regulations COMAR 21.05.02.08 and with the approval of the Procurement Officer DHMH.

All other terms and conditions remain unchanged.

This Addendum is issued under the authority of State Procurement Regulations COMAR 21.05.02.08 and with the approval of the Procurement Officer DHMH.

7/12/2013
Date

Sharon R. Gambrill
Sharon R. Gambrill, CPPB
Director, Office of Procurement &
Support Services

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Addendum #3
DHMH/OPASS 13-10913 REVISED

Please submit an addendum acknowledgement to:

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Contract Officer
DHMH – Office of Procurement & Support Services
201 W. Preston Street – 4th Floor
Baltimore, Md. 21201
410.767.1361 (phone)
410.333.5958 (fax)
theresa.ammons@maryland.gov

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of Addendum #3 to RFP DHMH/OPASS 13-10913 REVISED titled
“Recovery Housing Association - ADAA” dated 7/12/13.

Vendor's Name

Authorized Signatory (Print or Type)

Date